made was under discussion. The conversation came to an abrupt termination as the marshal came in. Mr. Rexford displayed some slight nervousness as the marshal read the warrant. At its conclusion he expressed surprise and remarked:

"I have committed no wrong knowingly, and I hardly expected this."

Without further expression the cashier accompanied the marshal to his office and arranged to secure bond. He had no difficulty in this, and in a half hour his sureties had signed the required bond of \$5,000. The bondsmen are Norman S. Byram, V. T. Malott, Otto N. Frenzel, Frederick Fahnley and Stoughton J. Fletcher.

The bond of Mr. Peirce was also fixed at \$5,000. He was found in his office, at No. 17 South Meridian street, by Deputy Foley. Mr. Peirce was agitated when the warrant was read, but had little to say. Like Mr. Rexford, he evinced surprise, and said that he could not undertsand why he should be brought into the bank trouble. He accompanied the officer to the marshal's office, and was shortly joined by John S. Lazarus. The bond was prepared and signed by Mr. Lazarus, who first made affidavit that he possessed real estate over and above the value of \$10,000. Immediately after his arrest Cashler Rexford left the marshal's office and went out into the street. Mr. Peirce, with his bondsman, hurried over to the office of the United States clerk and requested to be shown the charges made against him by the grand jury. He was taken into Clerk Butler's private office, and the indictment placed before him. He did not leave the office until nearly 6 o'clock.

Judge Baker announced that the men mentioned in the other five indictments would not be compelled to give new bond until after Jan. 15. The marshal was instructed to serve notice on all the indicted persons to appear in court on the above date and make answer to the charges against them. On that date the cases will be set down for trial.

## THE HAUGHEY INDICTMENT.

#### It Contains Over 100,000 Words and Brings Out New Facts. Conspicuously displayed in the office of the United States clerk, last night, was a

bulk of manuscript, the most extensive of its character ever filed in the United States Court. The voluminous document, comprising 492 pages, is the indictment against Theodore P. Haughey, president of the Indianapolis National Bank, One hundred and sixty-seven distinct counts are set forth on the pages of the document, and represent the major portion of nearly two months' deliberations of the grand jury. The indictment sets out in detail the his-

tory of the corrupt institution of which Mr. Haughey was at the head. CHARGED WITH EMBEZZLING \$700,000. The jury begins the lengthy list of charges by finding that Theodore P. Haughey, by virtue of his office as president of the bank, did, without the authority of the directors, unlawfully, feloniously and willfully embezzle, abstract and misapply the moneys, funds and credits of said banking association in the sum of \$700,000, with intent "to Injure and defraud the said national banking association, contrary to the forms of posit. the statute of the United States in such cases, and against the peace and dignity of the United States of America," This is the first count the indictment sets out, and then it goes on to the second, where it is charged by the grand jury that Theodore P. Haughey, on Jan. 1, 1891, and at divers times between this date and July 26, 1893, \$5,117.87 when, in fact, it was only entitled tlid unlawfully misapply the funds of the Indianapolis National Bank by permitting Schuyler C. Haughey, the Indianapolis Glue Company, Indianapolis Curled Hair Company, Francis A. Coffin, Percival B. Coffin, the Indianapolis Cabinet . Company and divers other persons to overdraw their accounts at the bank in a large sum, to-wit, the sum of \$700,000, while knowing each of these persons and com-

faith by the president for the use of the In-

draw its account to the amount of \$250,000.

The twelfth count charges that between the

dates of Jan. 1, 1891, and July 24, 1893, the

the Indianapolis National Bank the sum of

\$300,000, and that, in order to cover up and

to make it appear that the amount had not

Hair Company, but to make it appear that

the sum had been loaned to John F. White, Charles Geist, A. P. Spruance, E. L. Cou-per, F. Strassner, S. C. Haughey, L. G. Haughey and others, that Theodore P.

Haughey took the promissory notes of

these parties, in order that it might be

shown that loans had been made to each

of them in large sums, when in truth not

these loans, but that the sum went to the

use of the Indianapolis Curled Hair Com-

pany. The fact that all the executors of

known to Theodore P. Haughey. Further,

Curled Hair Company worthless drafts on

and on J. H. Yocum for \$29,550.78, said Well

solvent and not in the debt of the Curled

Weil Brothers, of Chicago, for \$36,496,10

Brothers and J. H. Yocum being wholly in-

FAVORS TO THE HAUGHEY ENTER-

PRISES.

1, 1891, and on divers times until July

25, 1893, President Haughey feloniously mis-

applied funds of the bank, intending to

convert the same to the use of the Indian-

apolis Curied Hair Company, to the amount

of \$200,000, by permitting the company to

overdraw its account to this amount and

in loaning to said company said sum at

one and the same time. This count showed

that this loan was in violation of the ten-

per-cent, feature of the banking law. The

next count charges him with permitting the

said company to overdraw its account

credit and Haughey having a knowledge

The fourteenth count, which is clothed in

the same general language concerning his

felonious misapplication of moneys, charges

him with converting to the use of the In-

dianapolis Glue Company \$250,000 by dis-

counting the company's worthless notes

and bills of exchange when he knew the

parties giving and indorsing the notes were

wholly insolvent. On the next count he is

charged with converting to the use of the

Indianapolis Curled Hair Company \$200,000

by discounting worthless notes and drafts.

The next count pertains to this same

charge, but the language is so drawn as

to cover any loophole that might be found

in the preceding count. The seventeenth

The eighteenth count charges him with

giving the Indianapolis Cabinet Company

2050,000 by letting it overdraw its account

when he knew the company was insolvent

The nineteenth and the twentieth counts

change the language of the preceding. The

count is another change of language.

of its insolvency.

The twelfth count charges that on Jan.

Hair Company in any sum whatever.

he notes were wholly insolvent was well

is claimed that he received from the

one of the parties received any part of

181.67 instead of \$4,920. The 105th count alleges a felonious entry on Jan. 6, 1893, when the Indianapolis Cabinet Company was credited with a deposit of \$23,069.04, when the company had not deosited any part of such amount. Another panies to be wholly insolvent. Further, it false entry on Jan. 5, 1893, of \$2,723.10 in is charged in the second count that Theofavor of the cabinet company, when said dore Haughey cashed and paid certain ly did not make such deposit is al leged. The next mentioned false entry for worthless drafts drawn on Weil Brothers. the cabinet company was on Sept. 17, 1893, Chicago, in the sum of \$50,000, out of the for \$13,273.09, when the company did not funds of the bank; also, that he paid out make such deposit. Then comes a description of a false entry on March 30, 1892, for of the moneys and credits worthless drafts \$20,480.76, when the company was entitled to drawn by the Indianapolis Glue Company a credit of only \$17,027.05. on one J. H. Yocum, of Chicago, in the

The 113th count charges Haughey with sum of \$30,000, and discounted and cashed altering and forging a draft and acceptance dated Nov. 28, 1889, drawn by the Inwith the bank's funds worthless and insolvdianapolis Glue company on the Baber ent notes executed by the Indianapolis Glue Company, of Pittsburg. It is charged that he changed the date on the draft from Glue Company to the Indianapolis Curled Dec. 31, 1890, the date it was due, to Dec. 31 Hair Company by Charles Geist, John F. 1891, and that he did this to deceive the bank White and F. Strassner in the sum of examiner. This count would indicate that the draft was worthless, and that the date \$200,000. Again he misapplied funds in payon it was changed so that it might be caring worthless notes executed by Francis A. ried in the bank as assets. The amount of Coffin, Percival B. Coffin and the Indianapthe draft was \$9,933.95. It is further alleged that he altered a draft for \$6,740.82, drawn olis Cabinet Company in the sum of \$100,000, by the Bader Glue Company and indorsed and in cashing insolvent drafts and bills by the Curled Hair Company. The draft of exchange drawn by the Indianapolis was dated due Jan. 18, 1892. It is charge that Haughey changed the year from 1891 Cabinet Company on the Indianapolis Desk to 1892. The 116th count accuses him of ad-Company, of London, England, in the sum vancing the date of a draft for a like of \$10,000. Then it is charged that insolvent amount indersed by the Indianapolis Glue Company. He is charged with making false notes executed by the Indianapolis Plow entries on the bank books in connection Company for \$30,000 were cashed in bad with these drafts.

MORE FORGERIES. dianapolis Cabinet Company and the glue The 119th and succeeding counts treat of alterations made by Haughey on the dis-It is alleged in the seventh count of the count register, which showed as live as-Indictment that Theodore P. Haughey, on sets certain paper that had been long since July 25, 1803, converted \$350,000 of the bank's | defaulted. It is charged that the books funds to the use of the Indianapolis Cabshow that an \$8,500 note of W. A. Hoeveler Inet Company in permitting accounts to be & Co. had been paid on July 22, 1893, when overdrawn in said sum; also, in permitting | the president knew that the note had been the Indianapolis Glue Company to overdue on July 13, 1890, and that the date last above mentioned had been altered and forged by Haughey to make the entry show that the note was due in 1892. It will be Indianapolis Curled Hair Company owed noticed that the records credit the note with being paid two days before the bank failed. In the 123d count it is stated that the president falsely credited himself on conceal this large overdraft and loan, and July 24, 1893, as trustee, with a deposit of seen loaned to the Indianapolis Curled 39.000, and that the books showed that he had a total credit of \$18,000 as trustee, when in fact he did not deposit such sum and was not entitled on his account as trustee to this or any other sum. It is claimed that this entry was made to defraud the bank. It is supposed that Haughey, knowing the bank was about to fall, sought to get this sum under cover for the Odd Fellows, who had intrusted him with their funds. A false entry crediting the Indianapolis

Cabinet Company with \$44,000 on May 29. 1893, when the company had made no such deposit, is alleged in the 127th count. A fause credit of \$2,655.50 on July 12, 1893, in favor of the Curled Hair Company is alleged in count 128. One in favor of the Glue Company for \$6,030.90 is alleged on July 12, 1893. Haughey is charged with falsely crediting himself with \$6,000 on Aug. 20, 1891; the Indianapolis Curled Hair Company on Aug. 12, 1891, with \$5,194.93; the Curled Hair Company on Aug. -, 1891, with \$4,374.28; a false entry of \$3,000 on Sept. 28,

Not until the 141st count are the false reports to the Controller of the Currency mentioned. In this count the president is accused of making a false statement on July 15, 1893, of the resources and liabilities of the bank. The false statement embraces items of overdrafts, sums due from banks, checks, under the head of liabilities, demand certificates of deposit, bills payable, loans and discounts, bad debts, etc. These items were false, it is charged, in that, first, an amount of \$60,617.06 was due from customers on account of overdrafts irstead of \$2,902.68, the amount named in the report; that there was due at the time of the report from national banks only \$72,874.04, instead of \$152,193.38, the amount named in the report; that there was due \$242.50, the company having no funds to its from other national banks and the reserve agents \$13,000, instead of \$16,394.32; that there was due from private and State banks only \$20,000, instead of \$29,523.05; that, there was due the bank on checks and cash items \$13,597.14, instead of \$5,636.11; that the demand certificates of deposit outstanding was \$30,000 less than amount named in the report; that the bills payable were \$30,000 more than the sum named in the report; that there were \$50,000 bad debts in the bank; that the overdue paper amounted to \$30,000 more than was given; that there was due as

loans from various persons sums much

larger than 10 per cent, of the capital stock

of the bank; that there was outstanding

against the bank certificates of deposit

amounting to \$30,000 more than the figures

given in the statement; that Haughey was

a guaranter on paper to the extent of \$6,-

502.15, more or less, instead of \$224, as he

swore in the statement; that R. B. F.

Peirce, a director, was a guarantor on pa-

per due the bank in the sum of \$2,500. The

charges of many false statements in the

twenty-first and twenty-second counts cov- | March reports are made. All are of the

zel the likelihood of other arrests being | er the large sum loaned the glue company, same general tenor, only varying as to and state that worthless notes were put in the bank to deceive any agent appointed Reports for several years back are quoted by the Controller of the Currency to exin the concluding counts of the indictment, and it would take a huge mass of figures amine the affairs of the bank. A considerable number of the counts that to explain the discrepancies alleged by the follow treat of the loans made to these two

president's son, was so largely interested,

put in the bank by "dummies," and among

the names of those to whom sums were

ostensibly advanced are John F. White,

White amounted to \$52,561.03; Geist's notes,

\$29,938.72; Strassner's notes, \$28,112.41; E. F.

Cooper, \$33,078.80; Schuyler Haughey, \$34,-

783.79; A. P. Spruance, \$33,500; L. C. Haugh-

ey, \$34,578.79. It is cited that none of these

parties received these sums. The "blind"

drafts and acceptances drawn upon Well

Bros., of Chicago, for \$36,496.10, and upon

paid by the bank, also received treatment

In the thirty-third count the insolvent

notes of Francis A. Coffin for \$21,927.99,

Percival B. Coffin \$27,196.78, Indianapolis

Cabinet Company \$35,739.29. Indianapolis

Plow Company \$39,240.25, Indianapolis Ve-

scribed, as well as the drafts on the Amer-

ican Desk Company, of Chicago, for \$7,-708.16, on the Indiana Cabinet Company, of

Boston, for \$50,209.25, on the Indianapolis

Desk Company, of Londan, for \$40,837.21, on the Indianapolis Office Furniture Company,

of New York, for \$47,862.65, on the United

States Office Furniture Company for \$26,-

062,52, and drafts of the Wooten Office Desk

Company, of Richmond, Ind., for \$48,565.33.

The indictment contends that all of these

The thirty-fifth count charges the presi-

dent with converting to his own use \$9,-

086.65 and his account credited with this

amount when he was not entitled to it. One

of the counts speaks of the sum advanced

to the cabinet company as becoming wholly

The forty-third count mentions a \$3,000

draft, drawn by the bank, on the Third Na-

tional Bank of New York, upon receipt of

a check for such amount from the Indian-

apolis Glue Company, when the president

knew the glue company had no funds in

the bank and was insolvent. Drafts, it

by the glue company when the president

knew that the glue company had no funds.

These drafts are in different amounts which go to help swell the total mentioned in the

earlier counts of the indictment. A bill of

exchange, cashed for the cabinet company

for 1,194 pounds sterling is mentioned in the

fifty-first count, when it is alleged that the

desk company of London did not owe the

Indianapolis company any sum whatever.

No one count contains charges of a series

of misappropriations, but each item is cov-

ered by a count, and this helps to swell the

THE PEIRCE LOANS.

Certain counts in the seventies bring in

the misapplication of money for the benefit

of the National Electric Headlight Com-

pany in sums of \$475, \$3,407.78, \$3,300, \$3,334.65,

\$2,907. One of the company's notes for \$2,-

867.75, to the Steel pulley works was dis-

counted. It is charged that the headlight

The seventy-sixth count charges Haughey

with taking a note of R. B. F. Peirce for

\$5,280.60, for which a draft was given on the

Third National Bank of New York, and

that Peirce was known by Haughey to be

that Haughey loaned the headlight company

without any security except notes, when he

knew it was insolvent, the sum of \$41,000,

which was in direct violation of the banking

The next count charges the president with

ssuing three certificates of deposit for \$10,-

000 each on July 10, two weeks before the

bank failed, when he had no funds on de-

the National Bank of the Regublic of Chi-

cago, Ill. One count alleges that this was

done for the purpose of deceiving the bank

The ninety-seventh count calls attention

a felonious entry on individual ledger I

of the bank under the account of the glue

company. The false entry alleged is in

the credit column and purports to show that

the glue company on Feb. 5, 1892, deposited

to a credit of \$5,000. Another count alleges

a false entry in the curled hair company's

account when an entry of \$7,089.85 was made

instead of the proper entry of \$7,000. A like

account on March 20, 1893, when \$3,356.75 was

entered instead of \$3,000. On Feb. 10, 1893.

the glue company was credited with \$5.

false entry is charged in the glue company's

These certificates were indorsed to

insolvent. The seventy-eighth count says

great volume of the indictment.

company was insolvent.

examiner

and drawn on the desk company, of London

would seem, were honored by checks given

persons and corporations were insolvent,

as Haughey well knew.

neer and Panel Company \$31,422.93 are de-

J. H. Yocum for \$29,550.78, and which were

n the counts.

Haughey and others. The notes of

indictment in these reports. In the report companies, in which Schuyler Haughey, the on Dec. 2, 1891, it is charged that the bank did not have \$130,000 in legal tender notes, and speak specifically of the worthless notes but, in fact, had only \$13,175. The earliest report in evidence is that of Dec. 19, 1890. In this it is charged, among other things, that at that time there Charles Geist, E. F. Cooper, A. P. Spru-ance, F. Strassner, Schuyler C. Haughey, was due the bank from the Chase National Bank of New York only \$19,000 instead of \$104,874.05. Each discrepancy in each item of each report is explicitly described. The 167th and final count deals with the false report of the bank's condition published in the local newspapers on July 15, 1893. The indictment covers 492 pages of typewritten copy, which makes over 100,000 words.

#### AIDING AND ABETTING.

Fifty Counts in the Indictment Against the Coffins and Reed.

It took fifty counts to cover the crimes charged against Francis A. Coffin, Percival B. Coffin and Albert S. Reed in the indictment against them. They are, like Schuyler C. Haughey, accused of aiding and abetting Theodore P. Haughey in misapplying the bank funds and in making false entries and reports to cover up the same. There is a recital in the first sixteen counts of the manner in which money was obtained from the bank by the Indianapolis Cabinet Company, an insolvent concern, between Jan. 1, 1891, and July 25, 1893. The moneys obtained in this way amounted to \$100,000. The counts charge that President Haughey misapplied this amount in paying it out on checks and drafts which he knew to be worthless, and that Francis A. Coffin, Percival B. Coffin and Albert S. Reed were guilty of aiding and abetting the crimes, The seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-second and twenty-third counts show how the sum of \$375,000 was paid out of the bank to the Indianapolis Cabinet Company between Jan. 1, 1891, and July 25, 1893, by cashing a large number of notes known to be worthless and upon insolvent persons. It is also shown that this amount is above the ten-per-cent. limit, upon which basis loans are made by

The twenty-fourth to the thirty-sixth counts recite the story of how the bank was looted of \$350,000 at various times between Jan. 1, 1891, and July 25, 1893, by cashing worthless checks and drafts drawn by and upon worthless persons, by loaning money to the Indianapolis Cabinet Company, by allowing the cabinet company to overdraw its account, and to conceal the overdrafts, Haughey received from the company a large number of worthless notes and gave credit to the company on the books for the face value of the notes, all of which were of insolvent persons, as follows: Of Francis A. Coffin, \$21,927.99; of Percival B. Coffin, \$27,196.78; of the Indianapolis Cabinet Company, \$35,739.29; of the Indianapolis Plow Company, \$30,242.05; of the Indianapolis Veneer and Panel Company, \$31,422.93; notes and drafts on the American Desk and Seating Comof Chicago, \$7,708.16; drafts Indiana Cabinet Company. Boston, \$50,209.25; drafts on Desk Company, of London, England, \$40,837.21; drafts on the Indianapolis Office Furniture Company, New York, \$47,862.65; drafts on the United States Office Furniture Company, \$26,062.62; drafts on the Wooten Desk Company, of Richmond, Ind., \$48,565.33. It is charged that Haughev knew that each of these persons, firms, companies and corporations were insolvent, and the Coffins and Reed

aided and abetted him. The indictment further charges that the Coffins and Reed were parties to the false entries and reports made by Theodore P. Haughey, which were made at various times to hide the true condition of the affairs of the bank and to deceive the agents of the government whose duty it is to examine national banks. On March 30, 1892, an entry was made in the ledger showing that the Indianaolis Cabinet Company had deposited \$20,480.76. Under date of May 9, 1893, the company is credited with a deposit of \$44,-000; on Jan. 6, 1893, with \$23,069.04; on Jan. , 1893, with 2,723.10; on Sept. 17, 1892, with The forty-eighth, forty-ninth and fiftieth

counts are the same as those in the indictment against Schuyler C. Haughey, and charge the Coffins and Reed with being parties to the making of the false report to the Controller of Currency on July 12, 1893.

# AGAINST THE SON.

#### He Is Also Charged with Aiding and Abetting His Father.

There are fifty counts in the indictment against Schuyler C. Haughey, the son of the bank president, and their general tenor is to charge him with aiding and abetting in the looting of the bank.

The first three counts set forth that Theodore P. Haughey caused to be paid from the funds of the bank sums amounting to \$16,827.43 on notes and drafts which he knew to be worthless and upon insolvent persons. The methods employed by the Haugheys in securing \$200,000 between Jan. 1, 1891, and July 25, 1893, by allowing the Indianapolis Curled Hair Company to overdraw its account are recited in the fourth count, and are made the basis for further charges in other counts. The method was to accept notes from persons, firms, companies and incorporations known to be insolvent and loan more than the 10 per cent. of the capital stock as allowed by law. It is also shown that drafts were accepted upon Well Bros., of Chicago, for \$36,496.10, and upon J. H. Yocum for \$29,550.78, when they were known to be insolvent and the drafts worth-

The nineteenth to twenty-sixth counts show how the curled hair company was allowed to draw various sums from the bank, in all, amounting to \$33,991.53, when it had no funds or credits in the bank. Next comes a recital of the dealings of e Haugheys through the Indianapolis Glue Company. It is alleged that, from Jan. 1, 1891, to July 25, 1893, the bank was robbed of \$250,000 on account of the glue works. The money was appropriated to the use of Theodore P. and Schuyler C. Haughey by cashing worthless checks and drafts, by loaning money to the glue company and making it appear that a part of it was loaned to others who were also insolvent and known to be so by Haughey. In this way they secured \$52,561 on notes signed by John F. White, \$29,938.72 on notes of Charles Geist, \$28,112.41 on notes of F. Stevenson, \$33,078.80 on notes of E. F. Cooper, 34,783,79 on notes of Schuyler C. Haughey, \$33,500 on notes signed by A. P. Spruance, and \$30,000 over the signature of Lewis C. Haughey. Another item of \$3,000 is accounted for in the twenty-seventh count where it is charged that the Indianapolis Glue Company received from the bank a certified draft on the Third National Bank of New York and gave in exchange its check, which was known to be worthless by President Haughey

The twenty-eighth to the forty-seventh counts, inclusive, specify particular in-stances where Theodore P. Haughey Haughey had made false entries in the books of the bank in oredr to make it appear that the glue company, the curled hair company and himself personally had made deposits with the bank. In this way he had credited the glue company with \$19,687.19, the Indianapolis Curled Hair Company with \$21,970.76 and himself with \$9,000, which, it is alleged, was never received by the bank. This is in addition to the hundreds of thousands of dollars of worthless notes and drafts which he received at face value, knowing that they were not worth the paper on which they were written. The forty-eighth, forty-ninth and fiftieth ounts charge that Theodore P. Haughey made false statements in his report to the Controller of Currency July 12, 1893. In all the counts Schuyler C. Haughey is charged with aiding and abetting the acts of Theodore P. Haughey.

# THE CASHIER INDICTED.

Return Against Mr. Rexford Oceasions Some Surprise. There was some surprise when it became known about the federal building that Cashier Rexford had been indicted with the Haugheys and others. The charges against him are in six counts, the gist of which is that he signed false statements of the bank's condition. The false entries on the statements are alleged in the following par-

There was due on that day to the bank from its customers on account of overdrafts \$60,617 more than the \$2,802 mentioned in the statement; there was due the bank from reserve agents \$72,874 less than the \$152,193 given; there was due the bank from national banks other than the reserve agents, subject to check, \$13,000 less than the \$16.394 given; there was lue the bank from State and private banks and bankers, subject to check, \$20,000 less than the \$29,-523 given; there was due the bank on checks and cash items \$13,597 more than the \$5,-636 given; there was due the depostiors on demand certificates \$30,000 less than the \$344,235 given; there was outstanding against te bank in bills payable and certificates of deposit, representing money borrowed, \$30,000 more than the \$58,-000 given; there were debts due the bank, on which the interest had been past due for more than six months, debts not secured and not in process of collection, \$50,- | subsequent events show, were clearly veri- | fect,

000; there was other suspended and overdue paper due the bank amounting to \$50,000 more than the \$21,721 given; there was due 10 per cent. of the capital stock, being \$30 .-600; the Indianapolis Cabinet Company owed \$300,000; the Indianapolis Glue Company \$200,000, the Indianapolis Curled Hair Company \$250,000, the National Headlight Company \$3,300, beside others; there was lue the bank from the Third National New York \$42,874 less than the \$47,253 given; there was due the bank from the National Bank of the Republic, Chicago, \$30,000 less than the \$40,588 given; there were outstanding against the bank certificates of deposit upon which money had been borrowed \$30,000 more than the \$20,000 on paper and obligations due the bank in the sum of \$6,502 more than the \$224 given; that Robert B. F. Peirce was a guaranter on paper and obligations due the bank in the sum of \$2,500.

These false entries purported to show, and did, in substance and effect, indicate and declare, that the said Edwin E. Rexford had verified and sworn to the correctness of the statements preceding said entries, and had taken an oath that said statements were true and that the schedules on the back of said report contained true statements of the matters therein contained; that said false entries, so made, were false, as he well knew; that these false entries were made by him with in-tent to injure and defraud the bank and divers other persons, and the agent or agents that might be appointed by the Controller of the Currency to examine into the affairs of the bank. The accusations and specific charges of the indictment are in six counts.

## AGAINST MR. PEIRCE. There Were Only Eight Counts in In-

dictment Against Him. It was not generally believed that R. B F. Peirce would be indicted, since it was known that he had made a settlement. It is alleged that he aided and abetted President Haughey in allowing the National Electric Headlight Company to overdraw its account at the bank \$475, both knowing that the company was insolvent. The second count charges the misapplication of \$3,407.78 in the same way, between Jan. 3 and April 27, 1893, by permitting the said company to overdraw its account in that

The third count charges misapplication of \$2,867.75 on June 1, 1891, in cashing a note payable to the steel pulley and machine works, and executed by the said National Electric Headlight Company, it being insolvent and known by T. P. Haughey and Robert B. F. Peirce to be so. The fourth count charges that on Jan. 16, 1891, T. P. Haughev caused to be placed to the credit of the National Electric Headlight Company the sum of \$3,000 in exchange for a note for \$3,364.65 signed by the said company, it being at that time insolvent and known to be so by T. P. Haughey and Robert B. F. Peirce.

The fifth count charges that on Feb. 15 1891, the sum of \$2,970 was placed to the credit of the National Electric Headlight Company in exchange for a note signed by the company and unsecured, the said company being at that time known to be insolvent by T. P. Haughey and Robert B F. Peirce The sixth count charges that on Oct. 14 1891, the sum of \$5,194.80 of the bank's funds was misapplied by paying the same for a note of Robert B. F. Peirce in the sum of \$5,280.60, the note being unsecured and Robert F. Peirce being known to himself and to T. P. Haughey to be insolvent.

The seventh count charges that on divers times between Jan. 1, 1891, and July 24, 189 r. P. Haughey misapplied the funds of the bank to the amount of \$41,000 in loaning the same to the National Electric and Headlight Company without security, it being to T. P. Haughey and Robert B. F. Peirce known to be insolvent The eighth count charges that on July 15 1893, a false report of the bank's condition was certified to the Controller of the Cur-

rency, in which the said Robert B. F. Peirce aided and abetted, he being one of the three directors who attested to the truthfulness of the report. All the counts charge Robert B. F. Peirce with aiding and abetting T. P. Haughey in misapplying the funds of the bank and the last with aiding and abetting in certifying to the Controller of the Currency a false statement of the bank's condition on July 15, 1893.

# STORY OF THE BANK.

General Surprise at the Failure and Subsequent Exposures. The reprehensible nots and palpable

frauds that led to the indictment of the men have been made public since the memorable morning of July 26, when the news of the collapse of the bank burst upon the people of this city. Many there are who bitterly remember the date. Although the published statement of the bank officials on July 16 was not calculated to reassure persons whose doubts were doubled by the uneasy condition of money affairs, there were few who doubted the ability of the Indianapolis National to tide over. The half hundred straggling depositors that waited about the bank's doors at the hour of opening made no particular demonstration when it was announced by placard that owing to the general financial strin gency, the steady withdrawal of deposits and the difficulty of converting securities into cash the bank was obliged to suspend It was understood that since the suspen sion of the Capital National a drain on th funds of the Indianapolis National had be

The president, Theodore P. Haughey, or Monday preceding the disaster, laid before the clearing house the crippled condition of the bank. He appealed for help and secured \$50,000 from the local banks. The amount was exhausted by Tuesday night, and at midnight the aged official knew that the dawn must precipitate the ruin. At 7 o'clock Wednesday morning Cashier Rexford admitted to a Journal reporter that the bank must suspend. The news of the collapse spread rapidly over the city, and carried with it both surprise and alarm. President Haughey, later in the day, made a statement, in which he said that he was not aware of the real gravity of the financial situation until the Saturday night before. The depositors accepted the word of the president as coming from a man of unblemished character and integrity, and sympathy was expressed for him upon all sides. The growing excitement and alarm occasioned by the suspension of the Haughey bank was not lessened when it was also known that the Bank of Commerce had closed its doors. Every bank in the city at once fortified itself against a heavy run. but before night the uneasiness was allayed. Even the depositors in the Indianapolis National went home with a feeling of security. Theodore P. Haughey had been at the head of the institution since 1869, and there was expressed unlimited confidence in his bank. There was a tendency to absolve him from any blame in the embarrassing condition of affairs, unless, per chance, he may have been censured for his short-sightedness. Just previous to the failure the state-

ment had gone abroad that the resources of the Indianapolis National were \$2.313 .-153.56. This, with the alleged belief of the bank officials that dollar for dollar would be paid the depositors, had the effect of further quieting the fears of the patrons of the insolvent concern. It was known that there was some heavy depositors. The International Typographical Union claimed to have \$30,000 of their funds tied up in the bank. The Grand Lodge of Indiana Odd Fellows' Mutual Aid Association, it was understood, owned a snug per cent, of the deposits. Four thousand dollars of the funds of the Iidianapolis postoffice were also in the bank's custody. That the bank had enjoyed the confidence of the largest enterprises of Indianapolis for years past was evinced by the disastrous failures of several firms which were unable to secure the amount of their deposits. The arrival of Special Bank Examiner Young was welcomed by the depositors, but that official was noncommittal, except that he announced that his instructions were to pay out no cash, but to collect all maturing notes. As yet there had been no hints of scandal in the affairs of the wrecked bank. The spotless life of the president was held up to the citizens of Indianapolis by his friends, and it was not even admitted that there had been mismanagement, much less dishonesty, in the operations of that official.

The appointment of Receiver Hawkins on Aug. 4 by the Controller of the Currency proved the bank insolvent beyond doubt and this was quickly followed by the suit in the United States Court against the Indianapolis glue works, of which Schuyler C. Haughey was president. The suit was brought by the Fourth National Bank, of New York, for \$10,000, the amount of a note executed on May 25, and indorsed by the Indianapolis National Bank. A few days later Receiver Hawkins was called to Washington, and on his return a stupendous exposure was on the eve of an eruption. Rumors of rascality and surprising rottenness on the part of the bank officials daily grew prevalent. These rumors were not found to be groundless, and, as

fied. It was alleged that the indebtedness of the Indianapolis Cabinet Company to the defunct bank was \$400,000; that Francis A. Coffin, the president, had been loaned the sum of \$30,000 and that Percival B. Coffin, the secretary, had secured a similar amount. It was further said that \$30,000 had been loaned to the branch of the cabinet company at Richmond, besides large amounts of capital that had been forwarded to the London branch. It was alleged that the interest on these notes had not been paid in cash, but that the amounts due had been paid by the transfer of other notes and in overdrafts. In addition to these alleged irregularities, the Indianapolis glue works was said to owe the bank between \$260,000 and \$300,000. given; that T. P. Haughey was a guarantor | On Aug. 8 several mortgages were filed at the office of the county auditor by a representative of the Indianapolis National which was the first confession that there had been direct violations of the national bank law in loaning money above the le per cent. limit. These documents were to secure loans by the bank, one being a chattel mortgage of the Indianapolis glue works on its plant for \$27,799.19. The document was not dated, but had been acknowledged on July 29. The authorized capital stock of the glue works was \$50,000. There was also a chattel mortgage to the Indianapolis curled hair works in the sum of \$40,000, which also contained no date of execution, but had been acknowledged on July 29. The authorized capital stock of this establishment was \$10,000. Another mortgage was filed by Theodore P. Haughey and wife for \$19,750, which embraced all the real estate and included the Haughey homestead at Mapleton. This mortgage was to secure four notes, one for \$5,750, executed June 17; two notes for \$5,000, executed July 21 and July 24, and another for \$4,000, executed on the latter date.

> tion of their funds aroused feelings of indignation in the minds of the depositors of the looted bank. There were loud clamorings for justice, and in the numerous mass meetings held by the outraged depositors vigorous demands were made on the United States authorities for redress. The presilent of the wrecked institution fell ill, but this fact did not subdue the mutterings of those who demanded that he with others be punished. On Aug. 21 the district attorney, acting upon affidavits signed by the receiver of the bank, placed in the hands of the United States marshal warrants for the arrest of Theodore P. Haughey, Schuy-ler C. Haughey, Francis A. Coffin, Percival Coffin and Albert S. Reed. Marshal Hawkins and United States Commissioner Van Buren drove quietly out to Mapleton on the afternoon of Aug. 21 and arrested the Haugheys. Deputy Marshal Taylor, in the meantime, had found Percival Coffin and Albert S. Reed at the office of the Indianapolis Cabinet Company, and had placed them under arrest. Francis Coffin was found at his home on North Alabama street. The scene that ensued between him and his young wife at the entrance of the United States official was the most touching and pitiful that has vet characterized the bank prosecutions. The prisoners were all taken to the office of the marshal, where they produced bond in the sum of \$10,000 each, except Albert S. Reed, who was admitted to bail on giving \$5,000 in sureties. The preliminary hearing before Commissioner Van Buren was set down for Aug. 28, and on that date the prisoners were bound over to await the ction of the federal grand jury.

Grand Jury Returned Thanks.

Before adjournment yesterday afternoon and in response to the remarks of Judge Baker the United States grand jury took occasion to convey its appreciation of the treatment received while engaged in the work of the past month. By a rising vote the members extended thanks to the judge and all federal officials for the many acts of courtesy and consideration.

# WAS A SIMILAR CASE

Indictments Returned in the Matter of the Vincennes Bank.

Three and Possibly Four Bills Found-President Tyler's Operations and Tragic End.

Among the indictments returned yesterday by the United States grand jury were three and perhaps four in the case of the Vincennes National Bank. The names of the indicted persons will not be given out until the marshal has served notice of arrest on the offenders. The story of the wrecking of the Vincennes National is not unlike that of the Indianapolis National, except that it was attended by a happening most tragic. The sensational end of the president, Wilson M. Tyler, will be remembered by many readers,

On the morning of July 6, 1893, Tyler was found by the sexton of the cemetery just outside of Vincennes lying across the grave of his daughter. He held a pistol tightly clutched in his hand, and the blood streamed from a wound in his head. He was not able to speak, and died in a few moments after he had been discovered. Tyler's act was thought to have been caused by constant brooding over the death of his daughter Alice, a beautiful and talented girl, who was buried in February, 1838. That financial mistakes had figured in the desperate deed no one dared believe. Tyler had been president of the Vincennes National Bank for twelve years, and like the head of the Indianapolis National, held the highest place in the esterm of both depositors and citizens. In another particular was the institution similar to the Haughey bank. For years it had been conducted on the one-man plan. President Tyler being the exclusive director of a force of clerks. At his death the bank was closed and a meeting of the directors

called. Several days passed before it was understood that irregularities had been practiced by the president. The arrival of the bank examiner disclosed a corrupt condition of affairs that nearly equaled in rottenness the Indianapolis National. It was soon made evident that the president had been a party to deliberate frauds and schemes to delude the public. It was found that there had been extensive dabblings in margins, and that \$135,000 had been swallowed up in a Tennessee land deal. At the time it was reported that the president had coolly planned to deceive the bank inspector by reducing the accounts of a large number of depositors and of placing the reductions to his own credit, Among the assets of the bank the receiver found nearly \$100,000 worth of notes on the firm of Butler & Kinsey, large lumber dealers of Vincennes. When presented for payment nothing could be realized on the paper. Although the capital of \$100,000 was wiped out, the depositors realized about 80 per cent. The president of the institution has been called before a higher tribunal. The only persons who might have been cognizant of the bank's operations are Hiram A. Foulks, cashier, Sherry Isaacs, assistant cashier, and members of the firm of Butler & Kinsey, both of whom are now said to be in Tennessee. United States Marshal Hawkins will begin locating those mentioned in the indictments at once.

Meeting of Highway Association. The Indiana Highway Improvement Association will hold its annual meeting in the Hall of the House of Representatives on Jan. 4 and 5. The association is endeavoring to, and thinks it has prospects of success, induce railroad companies to make a rate of one and one-third fare for the round trip. The programme will include, with other features, addresses by Governor Matthews, John A. C. Wright, Rochester, N. Y.: J. T. Campbell, Rockville, O.; O. D. Thompson, Elkhart; William Fortune, Indianapolis; J. P. Apple-gate, New Albany; C. P. Kent, Elkhart, and D. M. Burns, Lebanon.

# Charged with Burglary.

Andy Monahan and Harry McIntire were arrested and slated for burglary yesterday. These gentlemen are charged with depopulating chicken roosts in the northeastern part of the city. A large number of the residents on the outskirts complain of their depredations in this line.

#### For the Rescue Home. The Rescue Home, on East South street,

No. 57, is now ready for furnishing. Any persons wishing to assist will address Miss Smock, at the Rescue Home, A heating stove and a cooking stove are among the things needed. Prevention Is Better Than cure, and those who are subject to rheumatism can prevent attacks by keep-

ing the blood pure and free from the acid

which causes the disease. You can rely

upon Hood's Sarsaparilla as a remedy for

rheumatism and catarrh, also for every

form of scrofula, salt rheum, boils and

other diseases caused by impure blood. It tones and vitalizes the whole system. Hood's Pills are easy and gentle in efHighest of all in Leavening Power .- Latest U. S. Gov't Report



## TO CUT THE VIADUCT

C., H. & D. Railroad Co. Wants a Wagon Way to a New Depot.

The Matter to Be Brought Before the Board of Works This Morning-Refunding Scheme.

The civil engineer of the C., H. & D. Railroad Comany notified the Board of Works, The real truth of the demoralized condiyesterday, that the company intended to build a new freight depot to take the place of the rambling structure under the shadow of the viaduct. This freight depot, which was partially burned some time ago, is a frame affair. The company wants to make certain arrangements for a wagon way leading to the new depot, and the engineer intimated, yesterday, that the company would like to have a wagon way built out from the roadway of the viaduct. The new building will have to be built of brick, as it is within the fire limits. The board will not probably give the company permission to build a wagon way out of the viaduct for the reason that it would interfere with travel on the viaduct and would make the passage way for pedestrians dangerous. The railroad officers will appear before the board this morning. The board will go out to the City Hospital this afternoon, to investigate the need for repairs. It has received a communication from the Board of Health and the super-

#### ANOTHER REFUNDING SCHEME. To Advertise for Bids on the \$600,-000 Issue.

intendent of the hospital regarding these

repairs.

Councilman Rauh believes, from statements made him by representatives of banking houses that the \$600,000 of bonds which were not paid last July can be floated at 4 per cent. or less. He has had a talk with the controller, and believes that the Council will decide to advertise for bids on refunding bonds early in the coming year, perhaps early enough to have bids opened by Feb. 1. His plan is to have the bonds offered in lots of \$100,000, so that the competition may be more general, and so that the small bond dealers may have an opportunity to bid. The city is now paying at the rate of \$3,650 a month interest on the outstanding bonds which bear 7.3 per cent. interest. Under the contract with the New York Life Insurance Company the city can take up these bonds at any time after Jan. 1, by paying a commission of one-half of 1 per cent. and giving the company thirty

days' notice. The New York Surety and Trust Company has sent in a bill of \$527.50 for services in protecting the city against presentation of the bonds after they became due. This is in addition to the interest. The Mayor has signed the Harris contract.

Patrolman Dilts Tried.

The Board of Public Safety last night heard a part of the evidence in the matter of the charges against patrolman Dilts, preferred by John Mescall. The charges filed with the board aver that on the night of Saturday, Dec. 9, the officer, without provocation, assaulted Mescall and struck him twice with the baton. Mescall's charges were only substantiated by himself and one of the witnesses called by the cution testified that the officer did not strike Mescall till the latter had strongly resisted arrest. A number of witnesses members of the force and citizens, testified that Dilts was an excellent officer. No action was taken last night on account of the absence of three of the witnesses for the prosecution, but from the evidence introduced it appeared that the preferment of the charges was purely spite work.

Surveying a Proposed Channel. The city engineer is to survey the proposed route of a channel for straightening out Fall creek from Illinois street west. If the change is made the mouth of the big Fourteenth-street sewer will have to be changed, and this will make the entire cost of protecting the low lands south of the creek in the neighborhood of \$100,000.

The City's Exact Portion.

Deputy County Auditor Johnson yesterday completed the table showing the apportionment of the November settlement of the taxes among the city funds. The exact amount the city will receive is \$232,542.65, the city school fund \$17,172.52, library fund \$11,-553.15, and the industrial school fund \$77,-

Will Kill the Haughville Ordinance. It is reported that the finance committee of the Council will report against the annexation of Haughville to the city. Members of the committee are quoted as saying that there are enough Councilmen opposed to the measure to kill it.

# AMUSEMENTS.

English Opera House-"The Diamond Breaker."

Scott Marble's play, "The Diamond Breaker," seen here for the first time at English's last night, is a melodrama of the ultra sensational kind, in which the excitement of the scenes and incidents are heightened by the introduction of some startling mechanical effects, notably a great coal breaker, a mass of machinery in operation. Into this the hero is thrown, but is opportunely rescued by a young woman, Rexina, Allen, who is fully able to take care of herself and others as well. There was a top-heavy house last night, and there were cheers for the heroine and the scenes in which she figured. There is a great deal of excitement in "The Diamond Breaker," and that is evidently what the people who saw it last night want. Etella Wardell plays the heroine with force and discrimination, and the opposite part is capably cared for by M. L. Alsop. Mr. C. W. Goodrich is one of the most villainous villains seen here in many moons. "The Diamond Breaker" will be repeated to-night and Saturday matinee and evening.

#### Amusement Notes. Stuart Robson's successes in Shakspear-

omedy have been various and notable. and it is natural that, at the summit of his fame he should aspire to signalize the attainment of the hopes of his younger days by favoring the theater-going public with an expensive and historically, as well as artistically, correct revival of Shakspeare's popular but too often neglected "Comedy of Errors," which he will present at the Grand Opera House the first part of next week, opening with a Christmas matinee on Monday. The advance sale of seats, which began yesterday, indicates large audiences, When the eccentric comedian, Ezra Kendall, appears at English's Christmas matinee and evening in his new play "The Substitute," he will be supported by Arthur and Jennie Dunn, both clever performers, "big" John Hart, formerly of the "Two Johns," and other capable people. The new piece is said to be very funny.

#### Given by the Students. The Indianapolis Business University

gave a reception at their hall in the When Block last night. A select programme was rendered, and those present expressed themselves as delighted with the evning's entertainment. Numbers were given by Professors McAvoy and E. J. Heeb, the Mandolin Club, Albert Courtwright, Misses Anna Conner, Helen Stokley, Dedie Man-ley, Hattle Neighbors, Sadie Myer, Dora Faith and Nellie Ballard. The L. B. U. male quartet sang a beautiful medley, which closed the night's performance.

Marcy's Jewelry Store, next to H. H. Lee's. 38 West Washington street. Diamonds-Marcy has the stock,

Saturday matinee and evening, NEIL FLORENCE'S BIG SENSATION.

"THE DIAMOND BREAKER. Two carloads of special scenery, marvelous me charical effects, and a great cast headed by

ETELKA WARDELL Prices-Gallery, 15c; balcony, 25c; dress circle, 50c; orchestra, 75c; orchestra circle, \$1. Matinee prices: 25c and 50c only.

Christmas Matinee and Evening-EZRA KEN-DALL in "THE SUBSTITUTE." Scats now on sale.

# Seats now Selling For the special engagement of In a magnificent production of Shakspeare's COMEDY OF ERRORS

GRAND OPERA HOUSE NEXT MONDAY-CHRISTMAS MATINEE and EVENING, and Tuesday and Wednesday evenings and Wednesday matinee.
i rices—Nights and Christmas Matinee: Orchestra and boxes, \$1.50; dress circle, \$1; balcony, 75c (reserved) and 50c; gallery, 25c. Wednesday matinee; Orchestra and boxes, \$1; dress circle, 75c; balcony.

# PARK THEATER Star Specialty Co.

The greatest company ever organized. Popular Prices—10c, 20c, 30c. Christmas—"THE ROMANY RYE."

IDID THEATER and Del. Ste To-nightat 8, 15c, 25c, 50c

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SECOND CRAND TOUR BY

THROUGH EUROPE

The party will leave New York by the fine Nours GERMAN LLOYD STEAMER "SPREE," Saturday, Feb 17, and be absent 162 days in a comprehensive round of travel to the chief cities and places of historic and scenic interest in SPAIN (with an excursion across to Tangier on the African coast), Portugal, SOUTHERS RANCE (including the Pyrenees and the Riviera), ITALY, the Italian Lakes, AUSTRIA-HUNGARY, TUI KEY (with 10 days in Constantinople and vicinity), BULGARIA, SERVIA, GERMANY (including a Voyage down the Rhine), HOLLAND, BELGIUM, FRANCE and ENGLAND. Nearly all the great cities of Europe are included in this magnificent tour, which affords also glimpses into Africa and Asia. The SPECIAL TRAINS which will be at the service of the party throughout the railway journeys of over 10,000 miles, will be composed of sleeping cars with dining car attached. The best hotels and numerous carriage rides with special facilities for sight-seeing everywhere. Party limited in numbers.

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# THE JOURNAL!

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Removed to the New Jail.

Sheriff Emmet removed the fifty-one prisoners confined in the old jall to the new building yesterday morning. The prisoners were taken over in two squads. The men were chained together, and the removal was accomplished without incident. W. P. Belden, grand larcenist, has the honor (?) of being the first prisoner to enter the new jail. A visit to the jail last night found the prisoners all securely locked in separate cells and everything moving along as smoothly as if the new jail quarters had been occupied for a year.

Marcy's store open every night. Special prices at evening sales. Low prices.